

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re: : Chapter 11
: :
BIG LOTS, INC., et al. : No. 24-11967(JKS)
: :
Debtors : Related Document 511

**OBJECTION to CURE AMOUNT
and to ASSUMPTION and ASSIGNMENT of LEASE**

FNRP Realty Advisors, LLC as asset manager for Dauphin Plaza LLC, Dauphin Plaza TIC 1 LLC, Dauphin Plaza TIC 2 LLC, Dauphin Plaza TIC 3 LLC, Dauphin Plaza TIC 4 LLC, Dauphin Plaza TIC 5 LLC, Dauphin Plaza TIC 6 LLC, Dauphin Plaza TIC 8 LLC, and Dauphin Plaza TIC 9 LLC, (collectively the “**Landlord**”), by its undersigned counsel, hereby makes this objection to the “cure amount” stated by the Debtors with respect to the Lease (defined below) and to the assumption and assignment of the Lease, as follows:

1. The Landlord is the lessor of Big Lots’ location #1583B, located at 3850 Union Deposit Road, Susquehanna Township, Harrisburg, PA 17109 (the “**Location**”).
2. In its Notice of Potential Assumption and Assignment, dated October 16, 2024 (docket #511, at Page 22 of the attachment thereto), the “cure amount” due under the terms of the Lease is shown as \$25,325.00 (the “**Alleged Cure Amount**”).
3. The Alleged Cure Amount is incorrect.
4. The correct cure amount (the “**Correct Cure Amount**”) is not less than \$76,084.80, as shown on **Exhibit “A”**, an accounts receivable report generated by the Landlord’s computer system on September 9, 2024.
5. Indeed, the amount of the pre-petition arrearage, shown on the Landlord’s filed Proof of Claim, number 3735-1-YGRAL-958081076, filed September 11, 2024 (the “**Claim**”) was \$76,084.80.

6. The claim is incorporated by reference. Copies of the Lease and its amendments (which are voluminous) are available from the Landlord's counsel upon request.

7. The Landlord objects to any assumption or assignment of the Lease unless the total Correct Cure Amount is paid.

8. The Location is part of a "shopping center" as that term is used in 11 U.S.C. §365.

9. The Landlord specifically reserves its right to object to any other relief sought by the Debtors in connection with the assumption of the Lease, including, but not limited to, any additional amounts coming due under the Lease after the filing of this Objection, and any assignee's proposed adequate assurance of future performance (including, but not limited to, such adequate assurance pursuant to Sections 365(b) and 365(f) of the Bankruptcy Code), including but not limited to compliance with the "shopping center" provisions of Section 365.

Dated: October 28, 2024
Wilmington, Delaware

McCARTER & ENGLISH, LLP

By: /s/ Shannon D. Humiston
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Attorneys for Landlord

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CERTIFICATE OF SERVICE

I, Shannon D. Humiston, Esq. do hereby certify that on October 28, 2024, I (or the ECF system) caused a true and correct copy of the foregoing objection to be sent to each of the following persons, by email and to their firms by first class mail:

(1) Counsel to the Debtors:

Davis Polk & Wardwell, LLP

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and Ethan Stern, Esq.

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and

Morris, Nichols, Arsht & Tunnell, LLP

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(2) Counsel to the ABL Agent:

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(4) Counsel to the Committee

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(5) Counsel to the Stalking Horse Bidder

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(6) U.S. Trustee

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/s/ Shannon D. Humiston

Shannon D. Humiston (No. 5740)